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NEXGEN AIR CONDITIONING AND HEATING,  
LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MICHELLE MACK CARTER,  
individually and on behalf of all other  
similarly situated,

Plaintiff,

v.

NEXGEN AIR CONDITIONING  
AND HEATING, LLC,

Defendant.

Case No. 8:24-cv-02222-MRA-ADS

Hon. Mónica Ramírez Almadani

**STIPULATED PROTECTIVE  
ORDER**

**[DISCOVERY DOCUMENT:  
REFERRED TO MAGISTRATE  
AUTUMN D. SPAETH]**

Date of Action: October 14, 2024

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting or defending this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to

1 confidential treatment under the applicable legal principles. The parties further  
2 acknowledge, as set forth in Section 13(C), below, that this Stipulated Protective  
3 Order does not entitle them to file confidential information under seal; Civil Local  
4 Rule 79-5 sets forth the procedures that must be followed and the standards that  
5 will be applied when a party seeks permission from the Court to file material under  
6 seal.

7 **2. GOOD CAUSE STATEMENT**

8 This action involves claims brought by consumers against a leading air  
9 conditioning and heating company based on alleged violations of the Telephone  
10 Consumer Protection Act (“TCPA”). Therefore, the parties anticipate that  
11 discovery in this matter may call for the disclosure of financial and personally  
12 identifying information as well as proprietary information for which special  
13 protection from public disclosure and from use for any purpose other than  
14 prosecution and defense of this action is warranted. Such confidential and  
15 proprietary materials and information consist of, among other things, confidential  
16 business or financial information such as marketing strategies, information  
17 regarding confidential business practices, and non-public information implicating  
18 the privacy rights of third parties, including personally identifying information,  
19 customer contact information, marketing strategies, and other identifying  
20 information of both parties and non-parties. The parties further anticipate that  
21 discovery may call for the disclosure of highly confidential information, including  
22 competitively sensitive and proprietary information such as marketing and business  
23 plans, financial information, and other proprietary information related to customer  
24 relationships or information implicating privacy rights of third parties.  
25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
26 of disputes over confidentiality of discovery materials, to adequately protect  
27 information the parties are entitled to keep confidential, to ensure that the parties  
28 are permitted reasonable necessary uses of such material in preparation for and in

1 the conduct of trial, to address their handling at the end of the litigation, and serve  
2 the ends of justice, a protective order for such information is justified in this matter.  
3 It is the intent of the parties that information will not be designated as confidential  
4 or highly confidential for tactical reasons and that nothing be so designated without  
5 a good faith belief that it has been maintained in a confidential, non-public manner,  
6 and there is good cause why it should not be part of the public record of this case.

7 **3. DEFINITIONS**

- 8 A. Action: *Michelle Carter v. NexGen Air Conditioning and Heating,*  
9 *LLC*, Case No. 8:24-cv-02222-MRA-ADS
- 10 B. Challenging Party: A Party or Non-Party that challenges the  
11 designation of information or items under this Order.
- 12 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
13 how it is generated, stored or maintained) or tangible things that  
14 qualify for protection under Federal Rule of Civil Procedure 26(c),  
15 and as specified above in the Good Cause Statement.
- 16 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
17 their support staff).
- 18 E. Designating Party: A Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
21 ATTORNEY’S EYES ONLY.”
- 22 F. Disclosure or Discovery Material: All items or information, regardless  
23 of the medium or manner in which it is generated, stored, or  
24 maintained (including, among other things, testimony, transcripts,  
25 and tangible things), that are produced or generated in disclosures or  
26 responses to discovery in this matter.
- 27 G. Expert: A person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its

- 1 counsel to serve as an expert witness or as a consultant in this Action.
- 2 H. “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”
- 3 Information or Items: Information (regardless of how it is generated,
- 4 stored or maintained) or tangible things that qualify for
- 5 “CONFIDENTIAL” designation under Section 3(C) of this
- 6 Stipulated Protective Order and the authority cited therein, but that
- 7 are of such a highly sensitive nature that disclosure of them to
- 8 another Party or Non-Party would create a substantial risk of serious
- 9 harm that could not be avoided by less restrictive means.
- 10 I. House Counsel: Attorneys who are employees of a party to this
- 11 Action. House Counsel does not include Outside Counsel of Record
- 12 or any other outside counsel.
- 13 J. Non-Party: Any natural person, partnership, corporation, association or
- 14 other legal entity not named as a Party to this action.
- 15 K. Outside Counsel of Record: Attorneys who are not employees of a
- 16 party to this Action but are retained to represent or advise a party to
- 17 this Action and have appeared in this Action on behalf of that party
- 18 or are affiliated with a law firm which has appeared on behalf of that
- 19 party, and includes support staff.
- 20 L. Party: Any party to this Action, including all of its officers, directors,
- 21 employees, consultants, retained experts, and Outside Counsel of
- 22 Record (and their support staffs).
- 23 M. Producing Party: A Party or Non-Party that produces Disclosure or
- 24 Discovery Material in this Action.
- 25 N. Professional Vendors: Persons or entities that provide litigation
- 26 support services (e.g., photocopying, videotaping, translating,
- 27 preparing exhibits or demonstrations, and organizing, storing, or
- 28 retrieving data in any form or medium) and their employees and

subcontractors.

O. Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

P. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

**4. SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

**5. DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

**6. DESIGNATING PROTECTED MATERIAL**

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the

1 appropriate standards. The Designating Party must designate for  
2 protection only those parts of material, documents, items or oral  
3 or written communications that qualify so that other portions of  
4 the material, documents, items or communications for which  
5 protection is not warranted are not swept unjustifiably within the  
6 ambit of this Order.

- 7 2. Mass, indiscriminate or routinized designations are prohibited.  
8 Designations that are shown to be clearly unjustified or that  
9 have been made for an improper purpose (e.g., to unnecessarily  
10 encumber the case development process or to impose  
11 unnecessary expenses and burdens on other parties) may expose  
12 the Designating Party to sanctions.
- 13 3. If it comes to a Designating Party's attention that information or  
14 items that it designated for protection do not qualify for  
15 protection, that Designating Party must promptly notify all other  
16 Parties that it is withdrawing the inapplicable designation.

17 B. Manner and Timing of Designations

- 18 1. Except as otherwise provided in this Order (see, e.g., Section  
19 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure  
20 of Discovery Material that qualifies for protection under this  
21 Order must be clearly so designated before the material is  
22 disclosed or produced.
- 23 2. Designation in conformity with this Order requires:
- 24 (a) For information in documentary form (e.g., paper or  
25 electronic documents, but excluding transcripts of  
26 depositions or other pretrial or trial proceedings), that the  
27 Producing Party affix at a minimum, the legend  
28 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL

1 legend”), or the legend “HIGHLY CONFIDENTIAL –  
2 ATTORNEY’S EYES ONLY” (hereinafter “HIGHLY  
3 CONFIDENTIAL – ATTORNEY’S EYES ONLY  
4 legend”), to each page that contains protected material. If  
5 only a portion or portions of the material on a page  
6 qualifies for protection, the Producing Party also must  
7 clearly identify the protected portion(s) (e.g., by making  
8 appropriate markings in the margins).

9 (b) A Party or Non-Party that makes original documents  
10 available for inspection need not designate them for  
11 protection until after the inspecting Party has indicated  
12 which documents it would like copied and produced.  
13 During the inspection and before the designation, all of  
14 the material made available for inspection shall be  
15 deemed “CONFIDENTIAL” or “ HIGHLY  
16 CONFIDENTIAL – ATTORNEY’S EYES ONLY.”  
17 After the inspecting Party has identified the documents it  
18 wants copied and produced, the Producing Party must  
19 determine which documents, or portions thereof, qualify  
20 for protection under this Order. Then, before producing  
21 the specified documents, the Producing Party must affix  
22 the “CONFIDENTIAL legend” or the “HIGHLY  
23 CONFIDENTIAL – ATTORNEY’S EYES ONLY  
24 legend” to each page that contains Protected Material. If  
25 only a portion of the material on a page qualifies for  
26 protection, the Producing Party also must clearly identify  
27 the protected portion(s) (e.g., by making appropriate  
28 markings in the margins).



(c) For testimony given in depositions, that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(d) For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or the legend “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

**7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

A. Timing of Challenges

1. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution



process under Local Rule 37-1 et seq.

2. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

**8. ACCESS TO AND USE OF PROTECTED MATERIAL**

**A. Basic Principles**

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 14 below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

**B. Disclosure of "CONFIDENTIAL" Information or Items**

1. Unless otherwise ordered by the Court or permitted in writing

1 by the Designating Party, a Receiving Party may disclose any  
2 information or item designated “CONFIDENTIAL” only to:

- 3 (a) the Receiving Party’s Outside Counsel of Record in this  
4 Action, as well as employees of said Outside Counsel of  
5 Record to whom it is reasonably necessary to disclose the  
6 information for this Action;
- 7 (b) The officers, directors, and employees (including House  
8 Counsel) of the Receiving Party to whom disclosure is  
9 reasonably necessary for this Action;
- 10 (c) Experts (as defined in this Order) of the Receiving Party  
11 to whom disclosure is reasonably necessary for this  
12 Action and who have signed the “Acknowledgment and  
13 Agreement to Be Bound” (Exhibit A);
- 14 (d) The Court and its personnel;
- 15 (e) Private court reporters and their staff to whom disclosure  
16 is reasonably necessary for this Action and who have  
17 signed the “Acknowledgment and Agreement to Be  
18 Bound” (Exhibit A);
- 19 (f) Professional jury or trial consultants, mock jurors, and  
20 Professional Vendors to whom disclosure is reasonably  
21 necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” attached  
23 as Exhibit A hereto;
- 24 (g) The author or recipient of a document containing the  
25 information or a custodian or other person who otherwise  
26 possessed or knew the information;
- 27 (h) During their depositions, witnesses, and attorneys for  
28 witnesses, in the Action to whom disclosure is reasonably

1 necessary provided: (i) the deposing party requests that  
2 the witness sign the “Acknowledgment and Agreement to  
3 Be Bound;” and (ii) they will not be permitted to keep any  
4 confidential information unless they sign the  
5 “Acknowledgment and Agreement to Be Bound,” unless  
6 otherwise agreed by the Designating Party or ordered by  
7 the Court. Pages of transcribed deposition testimony or  
8 exhibits to depositions that reveal Protected Material may  
9 be separately bound by the court reporter and may not be  
10 disclosed to anyone except as permitted under this  
11 Stipulated Protective Order; and

- 12 (i) Any mediator or settlement officer, and their supporting  
13 personnel, mutually agreed upon by any of the parties  
14 engaged in settlement discussions.

15 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY” Information or Items

- 17 1. Unless otherwise ordered by the Court or permitted in writing  
18 by the Designating Party, a Receiving Party may disclose any  
19 information or item designated “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” only to:

- 21 (a) the Receiving Party’s Outside Counsel of Record in this  
22 Action (but not any outside counsel that has not appeared  
23 in this Action), as well as employees of said Outside  
24 Counsel of Record to whom it is reasonably necessary to  
25 disclose the information for this Action;  
26 (b) Experts (as defined in this Order) of the Receiving Party  
27 to whom disclosure is reasonably necessary for this  
28 Action and who have signed the “Acknowledgment and

Agreement to Be Bound” (Exhibit A);

(c) The Court and its personnel;

(d) Private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” attached as Exhibit A hereto;

(f) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

D. Absent Class Member Information Provided by Defendant: Plaintiff’s Counsel and Plaintiff may not, individually or collectively, or through any person or entity, contact absent class members whose information is provided by any Party or Non-Party unless and until a class is certified in this action at which point contact may be made only by order of the Court.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” or “HIGHLY

CONFIDENTIAL – ATTORNEY’S EYES ONLY,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.” Such information produced by Non-Parties in connection with this litigation

1 is protected by the remedies and relief provided by this Order, and a  
2 Party may designate information produced by a Non-Party in this as  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
4 ATTORNEY’S EYES ONLY consistent with the requirements in this  
5 Order. Nothing in these provisions should be construed as prohibiting  
6 a Non-Party from seeking additional protections.

7 B. In the event that a Party is required, by a valid discovery request, to  
8 produce a Non-Party’s confidential information in its possession, and  
9 the Party is subject to an agreement with the Non-Party not to produce  
10 the Non-Party’s confidential information, then the Party shall:

- 11 1. Promptly notify in writing the Requesting Party and the Non-  
12 Party that some or all of the information requested is subject to a  
13 confidentiality agreement with a Non-Party;
- 14 2. Promptly provide the Non-Party with a copy of the Stipulated  
15 Protective Order in this Action, the relevant discovery  
16 request(s), and a reasonably specific description of the  
17 information requested; and
- 18 3. Make the information requested available for inspection by the  
19 Non-Party, if requested.

20 C. If the Non-Party fails to seek a protective order from this court within  
21 14 days of receiving the notice and accompanying information, the  
22 Receiving Party may produce the Non-Party’s confidential information  
23 responsive to the discovery request. If the Non-Party timely seeks a  
24 protective order, the Receiving Party shall not produce any  
25 information in its possession or control that is subject to the  
26 confidentiality agreement with the Non-Party before a determination  
27 by the court. Absent a court order to the contrary, the Non-Party shall  
28 bear the burden and expense of seeking protection in this court of its

Protected Material.

11. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

12. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the Court.

13. **MISCELLANEOUS**

A. Right to Further Relief



1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material

1. A Party that seeks to file under seal any Protected Material must comply with Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

**14. FINAL DISPOSITION**

A. After the final disposition of this Action, as defined in Section 5, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by

category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 5 (DURATION).

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 12, 2025

IJH LAW

By: /s/ Ignacio J. Hiraldo  
IGNACIO J. HIRALDO  
Attorneys for Plaintiff MICHELLE  
MACK CARTER

DATED: March 12, 2025

VENABLE LLP

By: /s/ Ari N. Rothman  
ARIN. ROTHMAN  
BRYAN J. WEINTROP  
CASIE M. ORELLANA  
Attorneys for Defendant  
NEXGEN AIR CONDITIONING  
AND HEATING, LLC

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: 03/13/2025

/s/ Autumn D. Spaeth

HONORABLE AUTUMN D. SPAETH

United States Magistrate Judge

**VENABLE LLP**  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310.229.9900

**SIGNATURE CERTIFICATION**

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that Ignacio Hiraldo, counsel for Plaintiff, concurs in the content of this filing and has authorized this filing.

DATED: March 12, 2025

VENABLE LLP

By: /s/ Ari N. Rothman  
ARIN. ROTHMAN  
BRYAN J. WEINTROP  
CASIE M. ORELLANA

Attorneys for Defendant  
NEXGEN AIR CONDITIONING  
AND HEATING, LLC

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
[DATE] in the case of ***Michelle Carter v. NexGen Air Conditioning and Heating, LLC, Case No. 8:24-cv-02222-MRA-ADS***. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_